

ORIGINAL



RFP Number 6029 Z1

Technical Proposal

**Emergency Medical Services
Leadership and/or Supervisor Training
for
The State of Nebraska**

To:

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State Purchasing Bureau

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I. Executive Summary

Emergency Medical Services, as a field, has undergone major changes in recent years, and EMS organizations across the nation will continue to confront challenges and pressures. Increasing demand for out-of-hospital and emergency healthcare services, along with changes in the healthcare landscape, require ever-higher levels of preparation and skill. The challenges of responding to everyday medical emergencies, an increasingly regionalized healthcare system and the decline in volunteerism have dramatically increased the need for prepared local EMS agency leaders.

EMS in the state of Nebraska is no different. The state currently has over 420 EMS services, and according to the Nebraska Department of Health and Human Services (DHHS) most are located in rural and frontier areas of the state, where services are especially and uniquely challenged. Demands on EMS services have increased in terms of public expectations, increased requirements for certification and recertification, changing demographics, expenses and disaster preparedness. More is being expected of rural EMS as healthcare consolidates and trauma, cardiac and stroke care is regionalized in specialty care centers (meaning longer transports and more transfers). The cost of running an ambulance service is increasing, and leading rural ambulance services has become more complicated and time-consuming.

In an effort to strengthen EMS leadership in rural Nebraska, the State of Nebraska, Department of Health and Human Services (DHHS) is seeking ways to assist the development of local EMS leaders and supervisors to address the challenges facing EMS agencies in Nebraska. The State seeks an outside contractor to provide leadership training to experienced and new leaders in Nebraska's EMS agencies, providing participants with skills and tools needed to successfully run an EMS.

SafeTech Solutions has extensive experience and a proven track record conducting leadership and supervisor training specific to the EMS field. The EMS Leadership Academy is SafeTech Solutions' signature two-part, 60-hour program designed to prepare students to lead and manage today's ambulance services. It is for current leaders, new leaders and anyone who has the interest in the leadership and management of ambulance services. The EMS Leadership Academy is designed to give participants the basic tools and information needed to quickly and successfully assume the role of leading an EMS agency. While addressed to agencies of all sizes and types, this Academy specifically addresses the challenges of leading the rural EMS agency.

Since 2009, more than 2,500 EMS leaders from across the nation have participated in the EMS Leadership Academy. In addition, SafeTech Solutions has developed the EMS Supervisory Academy, an intense 60-hour program designed for anyone with frontline direct reports who aspires to improve his or her effectiveness as a manager and leader in the field. The EMS Supervisory Academy, like the EMS Leadership Academy, is experiential and participatory, and sessions incorporate participants' current challenges and concerns. SafeTech Solutions has steadily built a reputation for providing great leadership development to its clients and proposes to bring its EMS Leadership and Supervisory Academies to Nebraska in fulfillment of the services requested in this RFP.

II. Corporate Overview

a) Identification and Information

SafeTech Solutions is a limited liability partnership with its headquarters located at: 29251 Potassium Street, NW, Isanti, MN 55040. SafeTech Solutions, LLP was founded in 2004, and the name and form of the organization has not changed since it was first organized.

b) Financial Statements

Since 2009, SafeTech Solutions has instructed more than 2,500 students in our EMS Leadership and Supervisory Academies. Often, our leadership trainings are sponsored by State Offices of EMS (for example, in South Dakota, North Dakota, Nebraska and Wyoming). SafeTech Solutions has also provided specialized EMS consulting services to individuals, organizations and communities in the emergency medical services field. SafeTech Solutions has dedicated itself to one-of-a-kind projects to study and deeply understand EMS, especially rural EMS. Some of these projects include: the North Dakota Rural EMS Improvement Project; a contract to provide assessment to every ambulance service in the state of Wyoming; and aiding South Dakota in creating an EMS Agenda for the Future.

SafeTech Solutions' client base ranges from ambulance services responding to less than 100 calls a year, to ambulance services responding to over 3 million calls a year. Our clients include: cities, counties, hospitals, hospital systems, private not-for-profit and for-profit organizations, as well as local units of government, state government, Tribal agencies and federal agencies.

SafeTech Solutions has the financial resources and reserves to accomplish the goals, objectives and deliverables requested in this RFP. This statement is supported by our 10+-year history of providing services to organizations of all sizes and scopes, ranging from individual agencies, to municipalities and states.

SafeTech Solutions confidently welcomes inquiries into any of our references and/or past clients. We are proud to work with one of the nation's largest banking systems, US Bank; their point of contact for our organization is Danielle Wallenbecker, US Bank Branch Manager, North Branch, MN, (651) 674-1733.

c) Change of Ownership

SafeTech Solutions, LLP does not anticipate any change of ownership during the twelve (12) months following the proposal due date.

d) Office Location

The office location of the SafeTech Solutions bidder responsible for performance of work is: 29251 Potassium Street, NW, Isanti, MN 55040.

e) Relationships with the State

SafeTech Solutions, LLP has contracted with the state of Nebraska in the previous two years for the following services: EMS Leadership training, contracted by the Office of Emergency Health Systems, Nebraska Department of Health and Human Services (Contracts #179055 and #168883); comprehensive review and evaluation of EMS operations for the City of Crete and EMS agencies, contracted by the Office of Emergency Health Systems, Nebraska Department of Health and Human Services (Contract #189161); and comprehensive EMS assessment and technical assistance, development strategies and planning for DHHS, ambulance services and Critical Access Hospitals, contracted by the Office of Emergency Health Systems, Nebraska Department of Health and Human Services (Contract #179095).

f) Employee Relations to State

No Party named in SafeTech Solutions' proposal response is or was an employee of the State within the past twelve (12) months. No employee of any agency of the State of Nebraska is employed by or a subcontractor of SafeTech Solutions, as of the due date for proposal submission.

g) Contract Performance

There have been no instances of contract termination for default by SafeTech Solutions or any of its proposed subcontractors during the past five (5) years. SafeTech Solutions has never had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason.

h) Corporate Experience

SafeTech Solutions has many years of experience conducting leadership training similar to the work described in this RFP. Not only does SafeTech Solutions regularly and continuously bring its EMS Leadership Academy to states, organizations and individuals involved in leading and managing EMS across the nation, it has a long and successful history specializing in challenges unique to rural service areas and in working with services with largely volunteer workforces.

The following list briefly describes three recent projects completed by SafeTech Solutions that will serve as examples of our work in areas similar to the RFP:

Example One:

**EMS Leadership Training in the State of South Dakota
July 1, 2018 – June 30, 2019**

Beginning July 1, 2018, and contracted through June 30, 2019, SafeTech Solutions has been bringing its leadership training to the state of South Dakota. In 2018, SafeTech Solutions held three EMS Leadership Workshops in three separate locations in the state. The workshops were 2-day long sessions drawing on and complementing the concepts presented in SafeTech Solutions' EMS Leadership Academy. SafeTech Solutions delivered the workshops for the South Dakota Office of Rural Health EMS Program as the prime Contractor of the work. Responsibilities included providing two instructors for workshop facilitation and training; audiovisual presentations; printed workshop materials; sign-in roster for each class and per day;

provision of all travel, meal and hotel expenses for the instructors; securing all meeting rooms and coordinating dates, times and meeting arrangements; handling of the registration process; and the gathering of survey data from key stakeholders for use in leadership coursework.

SafeTech Solutions' work in South Dakota, like the work proposed in response to this RFP, capitalizes on the company's extensive experience and expertise in leadership development, especially in rural EMS. The South Dakota workshops are engaging, participatory and designed to address timely and specific issues in a manner that encourages dialogue and networking.

In South Dakota, SafeTech Solutions tailored the workshop sessions to address specific issues and concerns. The workshops held in 2018 addressed "Leadership Development, Networking and Naloxone Reporting." The goals of the 2018 workshops were: to strengthen participants' ability to lead their agencies; to provide a format for exchanging ideas and best practices; to present work on specific challenges; to explore the latest in EMS workforce development; and to provide important information on the Naloxone program.

The three workshops scheduled for Spring of 2019 will specifically address "Getting Community Attention and Support." These workshops will prepare participants to tell their EMS stories locally and lead change around EMS in their communities. The sessions will deliver eye-opening data and information, discuss a variety of strategies for educating participants' communities, and strengthen participants' ability to lead presentations and education efforts in their local areas. SafeTech Solutions delivers the workshops in engaging and organized sessions that make meaningful information graspable and skills-acquirement possible for the participants. Reference contact information for the South Dakota EMS Leadership Workshops project is: Marty Link, Director of EMS and Trauma, Office of Rural Health, South Dakota Department of Health, (605) 367-5372, marty.link@state.sd.us.

**Example Two:
EMS Leadership Training in the State of Wyoming
October 1, 2018 – December 31, 2018**

In 2018, SafeTech Solutions contracted with the Wyoming Department of Health, Office of Emergency Medical Services, to bring its EMS Leadership Academy to the state of Wyoming. SafeTech Solutions was the prime Contractor of the work, which took place between October and December of 2018.

SafeTech Solutions offered its Leadership Academy in Wyoming in two four-day long sessions for a cohort of 26 emergency medical services providers and leaders from ambulance services across the state. As part of the training, SafeTech Solutions' responsibilities included providing two instructors; all audiovisual and printed materials/packets; securing the meeting room and coordinating all event arrangements and the registration process; sign-in roster for each class and per day; provision of all travel, meal and hotel expenses for the instructors; thumb drive toolkits for each student; evaluations completed by all students, as well as a summary of the evaluations; and the agreement to meet and adapt training materials to Wyoming-specific leadership challenges and needs.

SafeTech Solutions' work in Wyoming exemplifies its expertise providing leadership training tailored to its clients' local needs and areas of concern. The leadership trainings in Wyoming garnered an enthusiastic response, with the class filling quickly and necessitating a waiting list of interested participants.

Reference contact information for the Wyoming EMS Leadership Trainings is: Andy Gienapp, State EMS Director, Wyoming Department of Health and Human Services, (307) 777-7955, andy.gienapp@wyo.gov.

Example Three:
EMS Leadership Training in the State of Nebraska
July 1, 2017 – December 31, 2017

In 2017, SafeTech Solutions provided leadership training at Mid-Plains Community College, North Platte, Nebraska, in partnership with the Nebraska Department of Health and Human Services, Division of Public Health, Office of Emergency Health Systems (DHHS). SafeTech Solutions facilitated two four-day long leadership training sessions for a cohort of 26 Nebraska out-of-hospital emergency care providers and managers. As part of the training, SafeTech Solutions' responsibilities included providing two instructors; all audiovisual and printed materials/packets; sign-in roster for each class and per day; provision of all travel, meal and hotel expenses for the instructors; thumb drive toolkits for each student; evaluations completed by all students, as well as a summary of the evaluations; and the agreement to meet and adapt training materials to Nebraska-specific leadership challenges and needs. SafeTech Solutions was the prime Contractor of the work, which took place on an agreed-upon schedule in the late summer and fall of 2017.

SafeTech Solutions' work in 2017 closely matches the work proposed in response to the RFP here. Both projects draw on SafeTech Solutions' experience and expertise providing leadership training tailored to the needs and concerns of largely rural EMS organizations with volunteer workforces. In successfully completing the 2017 trainings, SafeTech Solutions has demonstrated current knowledge of Nebraska-specific laws, regulations and/or other issues related to EMS management and leadership. In addition, SafeTech Solutions has, as concrete support for its approach and methodology, the overwhelmingly positive participant reviews of the 2017 trainings. A welcome upshot of the work proposed in response to this RFP is the opportunity to revisit, reinforce and extend the work begun in the leadership training sessions of 2017.

In 2017, SafeTech Solutions delivered its leadership training sessions in North Platte, Nebraska in a competent, professional and efficient manner that elicited much positive feedback. Reference contact information for the Mid-Plains Community College EMS Leadership Trainings is: Tim Wilson, Program Manager, Public Health, Emergency Health Services, Nebraska Dept. of Health and Human Services, (402) 471-0124, tim.wilson@nebraska.gov.

i) Personnel/Management Approach

The Nebraska EMS Leadership and Supervisor Training team will be led by SafeTech Solutions Partner, Aaron Reinert, MA, NRP. Additional project team members will include

SafeTech Solutions Partner, John Becknell, PhD, and Primary Consultant, Benjamin Wasmund. Please see the Addenda for current resumes and references.

Aarron Reinert, MA, NRP is nationally known as a master teacher and expert in EMS leadership, management, financial viability, system design and applied best practices in rural and small-town EMS systems. Having worked in EMS for more than 28 years, Aarron is the executive director of a critical care ALS ambulance service in a suburban, rural and super rural region of Minnesota and Wisconsin. Aarron understands the unique challenges facing small-town ambulance and first-response services. Using such tools as the Balanced Scorecard, Aarron helps ambulance services build organizations that recognize the necessary balance between finance, customer service, employee/volunteer satisfaction and community awareness. Aarron's recognized understanding of current EMS issues led to his appointment as chairperson of the National EMS Advisory Council by the U.S. Secretary of Transportation. Aarron continues to be in demand as an EMS management consultant and lecturer.

John Becknell, PhD is an accomplished project leader, facilitator and researcher. John is a community and organizational psychologist and has been involved in EMS for 33 years. He has worked as an EMT, paramedic, educator, manager and consultant. He is the founding publisher of *Best Practices in Emergency Services* and the former editor-in-chief of *The Journal of Emergency Medical Services (JEMS)*. He has served on numerous national projects and provided the conceptual design for the *National EMS Workforce Agenda for the Future (2009)*. John has been involved in EMS system development in North America, the Middle East and Central America. He is the author of several books and has been published in numerous journals and trade magazines on emergency services administration, management and workforce. John holds a doctorate in psychology with an emphasis on social and community psychology.

Benjamin Wasmund has more than 20 years of diverse experience in emergency medical services and knows and understands EMS operations in both paid and volunteer EMS organizations. He began his career in a small rural BLS ambulance service and through the years helped to advance this service to a combination fulltime/volunteer ALS system. He recently celebrated 21 years with this department where he still works as a Paramedic. In addition to his volunteer and front line experience, Ben is the Director of Operations for a private not-for-profit ALS/critical care EMS service. Prior to becoming the director, he held numerous roles within this organization including Paramedic, Field Lead, Supervisor and Manager. In addition to his EMS experience, he has been a firefighter and has worked and trained in the Fire and Rescue area including: Vehicle Extrication, High Angle Rope Rescue, Dive Rescue Operations and Tactical EMS. Ben brings his leadership experience as a director and personal experiences of working at all levels of systems as a volunteer working for different EMS systems across multiple states.

SafeTech Solutions prohibits discrimination in employment, projects, educational programs and activities on the basis of race, national origin, color, creed, religion, sex, age, disability, veteran status, sexual orientation, gender identity, or associational preference. SafeTech Solutions also affirms its commitment to providing equal opportunities for all in its projects and work.

III. Technical Approach

a) Summary and Overview

The state of Nebraska currently has over 420 EMS services, most of which, according to the Nebraska Department of Health and Human Services (DHHS), are located in rural and frontier areas of the state.

SafeTech Solutions' EMS Leadership Academy and EMS Supervisor Academy are designed with rural EMS agencies specifically in mind. The classes are for current leaders, new leaders and anyone who has an interest in the leadership and management of ambulance services. The Academy gives participants the basic tools and information needed to quickly and successfully assume the role of leading an EMS agency, addressing the concerns of rural and frontier EMS in particular. These include:

- The importance of taking a leadership approach to the management of day-to-day operational concerns;
- Solving workforce challenges with particular emphasis directed toward a volunteer workforce;
- Gaining an understanding of rural EMS reliability and sustainability during changing times;
- Leading change in rural EMS as changes in healthcare, funding and workforce upend the traditional rural EMS model; and
- Developing the qualities and skillset needed to be a leader in rural and frontier EMS.

Like the EMS Leadership Academy, SafeTech Solutions' EMS Supervisor Academy is designed with rural EMS agencies in mind. The Supervisor Academy is designed for anyone who has frontline direct reports. Among its goals is to develop frontline EMS supervisors into key facilitators of high employee engagement. Like the EMS Leadership Academy, the EMS Supervisor Academy is delivered in intensive sessions that are engaging, lively and participatory. Each session has a specific agenda, but the agenda is always modified to fit participants' needs.

SafeTech Solutions proposes bringing both its EMS Leadership Academy and EMS Supervisor Academy to Nebraska during 2019-2020. The EMS Leadership Academy will be delivered in two four-day sessions (30 hours each), with Session I to be held in 2019, and Session II following in 2020 for students who have already attended Session I. SafeTech Solutions will deliver its EMS Supervisor Academy during the same time frame, during 2019-2020. SafeTech Solutions proposes delivering the Supervisor Academy, like the EMS Leadership Academy, in two four-day sessions (see above), with no more than one Supervisor Academy a year based on need. SafeTech Solutions and DHHS will partner in planning, coordinating and marketing. SafeTech Solutions will waive tuition costs to participants, who will be selected by Nebraska Office of Emergency Health Systems staff. Participation will be limited to sixteen students per session. Detailed descriptions of SafeTech Solutions' EMS Leadership Academy and EMS Supervisor Academy are found in the section below.

SafeTech Solutions has a deep and well-respected track record working with rural EMS agency leaders. More than 2,500 EMS leaders from across the United States have participated in the EMS Leadership Academy since 2009, and the Academy continues to be the largest and most sought-after EMS leadership development program in the country.

b) Leading a Volunteer EMS Organization

SafeTech Solutions' partners and consultants have more than 50 years of combined experience working in EMS at all levels. In particular, they have expertise working in and leading rural EMS services. SafeTech Solutions approaches its work with a deep understanding of how change is made in rural EMS systems and communities. This understanding was built over years of experience and observation and is based on the following principles:

- Rural EMS is not small urban EMS;
- Most rural EMS developed locally and organically without a mandate, without significant funding and with large subsidies provided by donated (volunteer) labor;
- Leaders and planners must understand and work with how the local community views EMS (i.e., Is EMS seen as an essential public service?);
- A rural community's history of providing EMS must be honored;
- Change must be facilitated from within – not imposed from without; and
- Developing local EMS leaders is one of the most powerful ways to facilitate change from within.

SafeTech Solutions' partners and consultants understand the unique problems and demands of rural EMS. So, too, do they understand volunteerism and how to lead a workforce made up primarily of volunteers. Leadership in a volunteer EMS organization poses unique challenges and obstacles. SafeTech Solutions' EMS Leadership Academy is rooted in a deep study of volunteer EMS. The Academy specifically guides volunteer leaders in a variety of ways, including:

- Understanding the unique structure and governance of volunteer agencies, and how to meet challenges associated with organizations that are often both businesses and clubs;
- Leading volunteers, and creating a culture where people want to join and stay. This demands attention to and creation of an organizational culture that fosters both belonging and accountability. Participants are given specific tools and strategies for leading in an environment where authority and power are limited and often granted by the people being led.
- Participants will learn how to see workers who are not paid, or are paid less than regular wages, as actual employees of the organization, with responsibilities and accountabilities, but who also must be honored and respected for their donation of time and their commitment.
- Disagreement and conflict are common in many volunteer EMS organizations, and thus the Academy develops skills for working with disagreement, hosting difficult or crucial conversations and facilitating conflict.
- The Academy's definition of leadership is "the ability to influence people in a direction," and participants are given clear guidance in how to ensure the organization has a vision/direction and that volunteers are inspired to move in

that direction.

Many leaders working in EMS face the challenges of shrinking volunteers or high attrition rates. While SafeTech Solutions understands that the decline of volunteerism has many causes and few remedies, it offers specific training to help mitigate staffing challenges posed by volunteerism. The Academy helps participants by teaching them the following: how to understand EMS volunteerism and its historical roots; understanding why volunteerism is in decline; how to control what is controllable; creating an attractive recruiting culture; assessing staffing needs; applying best practices in retention and recruitment; dealing with scheduling and staffing shortages; and how to prepare for a future in which volunteerism may not be a reliable staffing model in some locations.

Learning how to lead a volunteer workforce and how to mitigate issues related to declining volunteerism exemplify some of the skills participants can expect to gain in the EMS Leadership Academy. The Academy provides participants with the relevant information and resources to understand the challenges their organizations face, and then helps participants learn to lead change, and/or prepare for change, in a way that moves their organization forward, no matter how great the challenge.

c) Resources for Leading Change

SafeTech Solutions' EMS Leadership Academy gives participants' the resources to begin to make changes within their organizations. Using various tools, assessments and exercises, participants are guided in the process of discovering the leader within. From there, participants learn how to step up to lead and what inspires people to follow.

The Academy tackles the work of leading change by addressing both its psychological and practical aspects. Using hands-on exercises, participants are taught skills and given specific resources to help them in planning, structuring, leading, communicating and creating successful change in their organizations. The last two days of the Academy allow participants to set the agenda and bring their own specific challenges to workshop with the group. Brief presentations are made on the topics, and discussion and exercises follow, in which best (and worst) practices are shared and examined. Participants leave the Academy with a full toolbox, as well as a solid network of supportive leaders to draw on to continue the work in their respective organizations. More about how the Academy helps participants begin change within their organizations is detailed in the section below, which describes the Academy levels in depth.

d) Detailed Description of the Academy Levels

The following is a detailed description of how the EMS Leadership Academy and EMS Supervisor Academy progress from beginning to an advanced level of training. In addition to the detailed descriptions, this section also addresses how the classes/sessions are typically broken down and delivered.

The EMS Leadership Academy

The EMS Leadership Academy is a dynamic experiential educational program designed to prepare participants to lead today's emergency medical services.

The 60-hour Academy is divided into two halves, with each half further divided into thematic units:

- Session I: “From Management to Leadership,” and “Showing Up as a Leader”
- Session II: “Moving Your Organization Forward,” and “Your Specific Role and Challenges: A Retreat”

Each session is engaging, lively and participatory. Dialogue is ongoing, questioning is encouraged and laughter is common. Fifty percent of the time is spent in dialogue, small group exercises and role-playing. Students have the chance to see, practice and critique actual leadership activities in a safe environment. The specific agenda is adapted to the specific needs of participants, but the general agenda is as follows:

Session I (Days 1 and 2): *From Management to Leadership*

Beginning with the challenges facing EMS organizations today, this first unit inverts the way we often think about running an EMS organization and shows participants how to manage with leadership in mind. Specifically, this unit addresses:

- How to blend the roles of both leading and managing, and how to know the difference;
- The essential components of a thriving ambulance service;
- Creating an ambulance service culture to which people want to belong;
- Understanding the EMS workforce of today;
- Strategies for recruiting the right staff;
- Improving employee performance;
- Dealing with troublemakers; and
- Leading the young people of today.

Session I (Days 3 and 4): *Showing Up as a Leader*

Beginning with each participant’s personal leadership challenges, this unit moves beyond management to the practice of leading. Leaders see destinations, inspire people to move toward those destinations and get things done. This unit presents basic leadership theory and invites the leader to reflect on his or her own leadership abilities and deepen and expand those abilities without making leadership something larger-than-life and unattainable. Specifically, we address:

- The qualities and characteristics of effective leaders;
- What makes a leader in the EMS organization;
- Leading in spite of fear;
- Becoming a listening leader with a practice of deep listening;
- Using time resources effectively;
- Leading no matter where you are positioned in the organization;
- The leader’s ethical use of politics and power; and
- Leadership and the power of storytelling.

Session II (Days 1 and 2): *Moving Your Organization Forward*

Building upon work done in Session I, this first part of Session II tackles moving the EMS

organization forward, making change and ensuring the organization avoids trouble and continues to be a place good people want to work. Here we begin to apply what is learned to case studies. Specifically, we address:

- The importance of clear destinations;
- Imagination as an essential ingredient to setting destinations that matter;
- Seeing beyond the quality movement and getting clear about what really matters;
- Understanding the principles of strategic planning;
- Identifying a destination;
- Turning destinations into small steps; and
- Understanding the power of variable and small change.

Session II (Days 3 and 4): *Your Specific Role and Challenges: A Retreat*

The last two days of the Academy see participants set the agenda in a facilitated retreat-style session that focuses on applying what has been learned to actual cases. Specifically, this part of the Academy focuses on each participant's leadership roles and challenges. Utilizing an "open space" format, participants choose the topics. Brief presentations are made on the topics, and the balance of the allotted time is used to workshop each topic with discussion, exercises and the sharing of best (and worst) practices.

The EMS Supervisor Academy

The EMS Supervisor Academy is an intense 60-hour experiential education program designed to develop frontline EMS supervisors into key facilitators of high employee engagement. The frontline supervisor is one of the most important roles in premier EMS organizations. Supervisors hold the keys to employee engagement, and are therefore essential to performance success.

The 60-hour Academy is divided into four levels:

- Level I: "Introduction to People Management and Supervision"
- Level II: "Applied Supervision, Part A"
- Level III: "Applied Supervision, Part B"
- Level IV: "Master Supervisor Workshop"

Great supervisors are not simply good field providers with titles. They are not frontline micro-managers. They are not necessarily executives-in-the-making, but they are leaders with the best people skills in the organization. Great frontline supervisors must be masters of:

- Listening
- Hearing the story beneath the story (being able to filter staff messages and not take it personally)
- Balancing accountability and love
- Prioritization
- Bilingual storytelling

- Translating organizational vision/mission into 3AM decisions
- Leading up (listening to what matters to the people above, and influencing up)

Great supervisors don't just appear – they are developed. This program is designed for anyone who has frontline direct reports, as well as anyone who aspires to improve his or her effectiveness as a manager and leader in the field. Sessions are engaging, lively and participatory. Dialogue is ongoing, questioning is encouraged and laughter is common. Fifty percent of the time is spent in dialogue, small group exercises and role-playing. Students have the chance to see, practice and critique actual leadership activities in a safe environment. The specific agenda is adapted to the specific needs of participants, but the general agenda is as follows:

Level I: *Introduction to People Management and Supervision*

This level introduces the role and builds basic skills. Topics include:

- What is a supervisor, and why does he/she matter?
- What are the hallmarks of great EMS organizations?
- Supervisors and organizational structure and culture
- Matching responsibility with empowerment
- Employee engagement and why it matters to outcomes
- Understanding today's EMS worker (young and old)
- Introduction to leadership and people skills: Getting others to follow
- Introduction to followership: How to be successful in the middle
- Introduction to personal leadership: Prioritization, time management and self-care

Level II: *Applied Supervision, Part A*

This level applies the basics and starts honing leadership and people skills. Topics include:

- The ingredients of healthy relationships
- Master listening: Hearing the story beneath the story
- Learning to be bilingual: The language of the street and management
- Master storytelling: Being in front of the inevitable story
- Managing complaints without taking it personally
- Daily balance of operations and engagement

Level III: *Applied Supervision, Part B*

This level builds on the previous two and continues to strengthen people skills and leadership capabilities. Topics include:

- Selecting the right employees
- Evaluating employees: The right objectives and the right process
- Keeping order: Finding balance between accountability and compassion
- Discipline: Stopping unacceptable behavior the right way
- Translating organizational vision/mission into 3AM decisions
- Expanding your influence: Leading up
- Dealing with a toxic leader or organization

Level IV: *Master Supervisor Workshop*

This level integrates the previous two levels into a series of experiential cases in which leadership skills, people skills and personal skills are practiced, critiqued and honed. Participants will make presentations on specific challenges in their organizations and use role-play, discussion and teaching to practice the skills of the master supervisor.

Session Breakdown and Delivery

SafeTech Solutions typically delivers its EMS Leadership Academy and EMS Supervisor Academy on consecutive days in comfortable settings that invite participation and openness. The EMS Leadership Academy and EMS Supervisor Academy are each delivered in two four-day sessions.

For the Nebraska project delineated here, SafeTech Solutions proposes to deliver Session I (four days) of its EMS Leadership Academy in 2019 and Session II (four days) in 2020. Session II will be open only to those who have completed Session I. SafeTech Solutions proposes a second four-day course contingent on funding, with the understanding that if a second four-day course occurs, it would include a new class of Session I and Session II for the already existing class from the prior year.

Likewise, SafeTech Solutions proposes to deliver Levels I & II (four days) of its EMS Supervisor Academy in 2019 and Levels III & IV (four days) in 2020. Participants will need to complete Levels I & II to participate in Levels III & IV. SafeTech Solutions proposes to offer no more than one EMS Supervisor Academy per year in Nebraska in response to this RFP.

In response to this RFP, SafeTech Solutions proposes delivering both its EMS Leadership Academy and EMS Supervisor Academy sessions in a location chosen by the DHHS. Class size will be limited to 16 participants selected by Office of Emergency Health Systems staff, and two faculty members will be involved in the sessions at all times. Rather than long PowerPoint lectures, these sessions are engaging, lively and participatory. Students engage in dialogue, small group exercises and role-playing. Each session has a specific agenda (see detailed descriptions, above), but will incorporate current issues from Nebraska participants' own EMS agencies and tailor its content to participants' needs.

At the end of each four-day session, participants will receive an EMS leader's toolkit on a jump drive. This toolkit includes all presentation material and dozens of documents and forms that allow the leader to immediately adapt to his or her agency. These documents include job descriptions, policies, a field-training guide, ride-along forms, performance improvement forms, a spreadsheet budget model, and many more.

Each session is unique and builds sequentially on the previous sessions. Participants must attend the sessions in order.

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OVERVIEW

Aarron has become nationally known as a leader, master teacher and expert in management, leadership, system design and applied best practices in emergency medical services systems. Aarron has been involved in emergency medical services for more than 28 years and currently serves as the executive of an emergency medical service in central Minnesota. He is well known for asking tough questions and encouraging out-of-the-box thinking. Using such tools as the Balanced Scorecard, Aarron helps organizations recognize the necessary balance between finance, customer service, employee engagement and community awareness. Aarron's recognized understanding of current emergency services issues led to him serving on numerous national boards and projects and to an appointment as chairperson of the National EMS Advisory Council by the U.S. Secretary of Transportation.

DEVELOPMENT EXPERIENCE

- Chairman National EMS Advisory Council (2011 – 2015)
- National EMS Advisory Council member (2008 – 2015)
- President – American Ambulance Association (Nov 2018 – Nov 2020)
- Board Director, National Registry of Emergency Medical Technicians
- EMS Commander for 300 Ambulances and 1000 Personnel for Hurricane Rita
- Creator of EMS Leadership Academy (Over 2,500 leaders have attended)
- Project Study Committee Member, *Beyond EMS Data Collection*
- Committee Member for NFPA 1917, 450 and 451
- Advisory Board Member for the National EMS for Children Data Analysis Resource Center
- Advisory Board Member for Bethel College Organizational Leadership and MBA programs
- EMS Mission to Ghana and METi Mission Trip Provider
- Author of Whitepaper for members of Congress such as Senator Franken and Congressman Nolan
- National EMS Information System Executive Committee Member
- Practicing Nationally Registered Paramedic since 1993 (first EMT certification in 1990)

PROFESSIONAL EXPERIENCE

Lakes Region EMS, Inc., North Branch, MN.....April 2004 – Present
Executive Director

- Executive leadership of an 18 million dollar a year organization
- Leadership of a 911 and Critical Care Advanced Life Support Services in Minnesota, and two locations in Wisconsin serving over 1000 square miles of service area with over 10,000 request for service a year
- Responsible for leadership of an Advanced Level Ambulance Service including the supervision and leadership of Director of Finance, Director of Operations, Director of Clinical Services, MN and WI Ambulance Managers, three Supervisors, Education Manager, HR Manager, Accounting Manager, Patient Clinical Coordinator, Account Representative, Administrative Assistant and 71 clinical staff.
- Responsible for all budgeting functions including capital outlays and facility improvements.
- The organization has earned the Minnesota Top 150 Workplaces for 2015, 2016, 2017, and 2018

Emergency Medical Services Regulatory Board, Minneapolis, MN.....October 2001 – April 2004
Field Services Manager / Data Manager

- Responsible for development and implementation of Minnesota’s Data Collection system, MSTAR, who’s foundation became the data collection system used by a majority of the state’s across the USA. Within one year’s time had 100% compliance by state’s ambulance services.
- Leadership, development and implementation of new statewide EMS communication systems.
- Provide day to day leadership of five field personnel

ScanHealth, Inc., Duluth, MN.....November 2000 – October 2001
Director of Marketing

- Provide oversight and leadership for Marketing Department.
- Responsible for sales, marketing, and product development nationally and internationally.
- Provide leadership and administration of personnel, budget, and operations.

HealthEast Transportation, St. Paul, MN.....July, 1998 – November 2000
Director of Operations

- Responsible for administration of 8.1 million dollar Medical Transportation Division and associated support services. The division consists of MedKab, BLS, ALS, MICU, and Fixed Wing operations. Support Services consists of the Communication Center, Education, Courier, Facility, and Medical Information Systems Departments.
- Development and administration of all budgeting functions including capital outlays and facility improvements
- Leadership of six (6) managers, three (3) supervisors, and one hundred and ten (110) employees.

Rice Memorial Hospital, Willmar, MN.....November 1994 - July 1998
Ambulance Operations Manager

- Responsible for the day to day operations of an Advanced Level Ambulance Service including one administrative assistant and forty clinical staff members.
- Responsible for all budgeting functions including capital outlays and facility improvements.

United States Army National GuardJanuary 1989 - January 1997

EDUCATION – DEGREE

Bethel College, St. Paul, Minnesota.....December, 2015
Degree: Masters in Organizational Leadership

Betbel College, St. Paul, Minnesota.....May, 2004
Degree: B.A. in Organizational Leadership, Graduated Magna Cum Laude

Willmar Community College, Willmar, Minnesota.....June, 1992
Degree: A.AS.in Computer Science

EDUCATION – CERTIFICATIONS

Northeast Metro Technical College, White Bear Lake, Minnesota.....June 1993
Certification: National Registry Emergency Medical Technician - Paramedic

VITAE

John Becknell, Ph.D.

611 Wilcox Way
Laguna Beach, California, 92651
(858) 349-4539
jmbecknell@gmail.com

Summary

John Becknell is a community and organizational psychologist who helps leaders, organizations and communities create cultures where people flourish. John is an accomplished retreat leader, facilitator, leadership advisor, teacher, change agent, researcher and writer.

Accomplishments

- Founded successful international consulting firm providing organizational and leadership development services to first responder organizations.
- Consulted with hundreds of first responder agencies in rural, urban and international settings.
- Co-created a successful sixty-hour leadership development program for first responders in which more than 2,000 leaders have participated.
- Led an international not-for-profit agency serving the psychological, emotional and spiritual needs of active military, military veterans and military families as Chairman of the Board of Directors.
- Led more than 50 retreats for variety of groups and organizations involved in emergency services and healthcare.
- Authored suicide prevention program for first responders.
- Developed a unique approach to addressing the psycho-spiritual impact of first responder work with a holistic focus on communal responsibility, wellbeing, resilience and personal growth.
- Lectured as affiliate faculty in university healthcare leadership program.
- Founded *Best Practices in Emergency Services*, a monthly national business newsletter for emergency services administrators, fire chiefs, leaders and managers, providing practical, how-to business information.
- Led *Journal of Emergency Medical Services*, a leading national emergency services trade publication, as Editor-in-Chief.
- Directed USAID Project training first responders and disaster workers in El Salvador.
- Developed national EMS system in Saudi Arabia as team member of REDCRES Development project.
- Lectured internationally on emergency services, management, quality, emergency services stress, human response to traumatic events.
- Authored two books and numerous articles in regional and national publications on topics such as best practices, emergency services systems, workforce, leadership, management, stress, death and grief.

- Responded to emergencies as EMT, paramedic and flight paramedic for more than eighteen years in rural, urban and international settings.

Employment

StoryCraft, Inc.	1992 - present
Facilitator, Consultant	
SafeTech Solutions, LLP	2007 - present
Partner, Consultant	
Burlington College	2015 - 2016
Adjunct Faculty	
University of St. Thomas	
Adjunct Faculty	2001 - 2003
EMS Best Practices, Inc, San Diego, CA	1998 - 2009
Publisher	
University of Maryland Baltimore County	1995 - 1996
Adjunct Lecturer in Emergency Services	
JEMS Communications, Carlsbad, CA	1995 - 1997
Editor-In-Chief	
Ridgeview Medical Center, Waconia MN	1990 - 1995
Professional Development Coordinator	
United States Agency for International Development	1991
Project Director	
Life Link III, St. Paul, MN	1990 - 1991
Flight Paramedic, Instructor	
Medical Care Development, Washington DC	1988 - 1990
International EMS Consultant	
Ridgeview Medical Center, Waconia MN	1977 - 1988
County EMS Ed. Coordinator, Instructor, Staff Paramedic	
Kiowa County Ambulance, Greensburg KS	1975 - 1977
EMT Provider/Instructor	

Education

PhD, Psychology, Pacifica Graduate Institute, Carpinteria, CA, 2013
 MA, Psychology, Pacifica Graduate Institute, Carpinteria, CA, 2009
 BA, History/Theology, Crown College, St. Bonifacius, MN, 1981
 Intensive Care Paramedic, Century College, White Bear Lake, MN, 1980
 Emergency Medical Technician, University of Kansas Medical Center, 1976.

Publications (partial list)

- No Rest for the Farm Worker, *Minneapolis Star and Tribune*, Sept. 6, 1982
- Lessons of the Scroll, *Another Season*, 1986

- The View from the Ambulance, *Journal of Emergency Medical Services*, Vol. 12, No.10, 1987
- Pilgrim in the County, *Waconia Patriot, Carver County News, the Norwood Times*, (weekly column), 1986-1987
- Cultural Perspectives: Seeing Beyond the Medical Need, *Journal of Emergency Medical Services*, Vol.13, No. 4, 1988
- The Judas Complex, *Emergency*, July 1989
- Dancing in the Grey Zone, *Minnesota Monthly*, Vol. 26, No.11, 1992
- The Face of AIDS, *Journal of Emergency Medical Services*, Vol.18, No. 9, 1993
- Flying With Angels, *Minnesota Monthly*, Vol.28, No.1, 1994
- The Hiding Places of God: A Pilgrim's Journal, *Minnesota Monthly*, Vol. 28, No. 3, 1994
- *Medic Life: Creating Success in EMS* (Book), Mosby, 1995
- Tough Stuff: Learn to Seize the Opportunities, *Journal of Emergency Medical Services*, Vol.20, No.3, 1995
- Dreaming the American Way, *Orange Coast*, August 1998
- Grail Chasing, *The ManKind Project Reader*, Vol.1, Iss.3, 1999
- Visiting the Relatives, *The Sun*, Issue 313, 2002
- In Praise of Simple Stuff, *Arizona Republic*, July 16, 2006
- Ruminations (monthly column). *Best Practices in Emergency Services* 2005-2013

Benjamin B. Wasmund
2017 Stonepine Ave
Hudson, WI 54016
Home: 715.381.6783 Cell: 651.248.4237

EDUCATION

- **Hudson High School** **Graduated 6/92**

- **Century College** **Graduated 12/03**
AAS - Certified Paramedic - 4.0 GPA

- **Bethel University** **Graduated 5/15**
BA – Organizational Leadership

RELATED WORK EXPERIENCE

- **Lakes Region E.M.S.**

Responsible for all daily operations of a fulltime 911 ALS/Critical Care ambulance service in Chisago and Polk County that responds to over 7000 annual calls and serves a population of 75000 residents over 1000 square miles. Oversee 75 full time and part time employees.
 - Director of Operations **01/09 – Present**

 - Field Lead/Supervisor/Manager **05/04 - 01/09**

 - EMT-Paramedic **02/04 – 05/04**

 - EMT-Intermediate **04/02 – 02/04**

- **SafeTech Solutions**
 - Consultant – Rural EMS Leadership Academy **03/13 – Present**

- **St. Croix E.M.S & Rescue –**

Performing all duties related to a 911 Ambulance Service
 - Paramedic **01/05 – Present**

 - Rescue Captain **05/01 – 06/06**

 - EMT – Intermediate **01/01 – 01/05**

 - EMT - Basic **04/92 - 01/01**

OTHER WORK EXPERIENCE

- **Barker’s Landing Inc. –**

Responsible for day to day operations of a 100 seat restaurant, in addition to overseeing 85 employees, creating employee schedules, interviewing, hiring, promotions, cost

controls, labor forecasting, ordering of all beverages, beverage inventory, menu additions, weekend features and special event dinners.

- General Manager – Barker’s Bar and Grill 11/01 – 2/02
- General Manager - San Pedro Café 6/00 – 11/01
- Assistant General Manager at Barker’s Bar and Grill 7/98 – 6/00
- Closing Manager, Bartender, Server & Cook 7/95 – 7/98

SKILLS/CERTIFICATIONS

- Critical Care Paramedic – Creighton University
- NREMT – Paramedic – MN and WI Licensed
- ATLS, ACLS, PALS, AHA CPR
- NIMS ICS 700, 100-400
- Vehicle Extrication/Rope Rescue Instructor
- Certified Entry Level Firefighter I and II, Wisconsin Certified Firefighter I
- PADI Certified Dive Training - Rescue

AWARDS

- American Ambulance Association – “Stars of Life” Award 2012
- Regions “Life Saver Award” 2011
- Chisago County Board - Meritorious service award 2008
- Minnesota House Resolution – Response to I35 Bridge Collapse 2007
- Recipient – Dan O’Connell Award – Outstanding EMT award 2004

COMMUNITY INVOLVEMENT

- Hudson Dog Owners Association – Vice-Chair 2016 - Present
- Chamber Member
Chisago City Chamber of Commerce 2008 – Present
North Branch Chamber of Commerce 2008 – Present
- Hudson Retail Committee
Promotion of Downtown Business in Hudson, WI 2000-2001
- Phipps Center for the Arts
Board of Directors Children’s Theater 2000-2001
- Volunteer for Cystic Fibrosis Foundation 1999-2000

REFERENCES

Aarron Reinert
Lakes Region EMS
651.248.4237

Kim Eby
St. Croix E.M.S.
715.386.4778

Pete Foster
Wismin Hospitality
715.386.5313

ORIGINAL



RFP Number 6029 Z1

RFP Sections II – VI

To:

Annette Walton / Nancy Storant

**State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
(402) 471-6500**

April 4, 2019

SafeTech Solutions Contact:
Aarron Reinert, MA, NRP, Partner
29251 Potassium Street NW
Isanti, MN 55040
Tel (651) 248-4239

II. TERMS AND CONDITIONS


Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ML</i>			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. NOTICE POINT OF CONTACT (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ML</i>			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>W</i>			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>W</i>			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>W</i>			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mw</i>			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mw</i>			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mw</i>			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

M. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Q. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

R. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

S. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contector, person or entity with the transfer of information or data related to this contract;
6. Return or vacate eny state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).


If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.


If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Health and Human Services
 Division of Public Health
 Attn: Emergency Health Service Program Manager
 301 Centennial Mall S. 3rd floor
 Lincoln, NE 68509


These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS


The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)


Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.htm> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity.
 Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include the date(s) of course(s), name of course(s), roster of participants and participant evaluations. Invoices shall be sent to:

Department of Health and Human Services
 Division of Public Health
 Attn: Emergency Health Systems
 301 Centennial Mall S. 3rd floor
 Lincoln, NE 68509

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. §73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

The State's obligation to pay amounts due on the contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>mm</i>			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor

will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

A. PROJECT OVERVIEW

The purpose of this RFP is to provide Emergency Medical Service (EMS) leadership and/or supervisor training. Leadership training will provide experienced and new leadership within EMS agencies with the tools and skills needed to run and operate an EMS. Supervisor training will provide the skills and tools to supervise EMS personnel. Training locations are typically located in central Nebraska.

B. PROJECT ENVIRONMENT

1. EMS Leadership Training

Currently the Office of Emergency Health Systems (EHS) provides EMS leadership training to individuals that have taken a leadership role in a volunteer or paid EMS service. The current course has four levels. The first and second levels are held in a four-day session once a year. Levels three and four are held the following year in a four-day session for those who have already attended levels one and two. Over the course of one year, a minimum of one (1) four (4) day session is held. However, a second four-day course may be held depending on funding. If a second four-day course occurs, it would include a new class of level one and two and level three and four for the already existing class from the prior year. The participants are selected by EHS staff to attend with no more than sixteen (16) participants per four-day session.

2. EMS Supervisory Training

Currently the Office of Emergency Health Systems is not providing EMS supervisory training but would anticipate holding no more than one of these trainings a year based on need. The participants would be selected by EHS staff to attend with no more than sixteen (16) participants per four-day session.

C. SCOPE OF WORK

1. Leadership training should start with basic leadership development and progress to advanced leadership development in a series of sessions. Sessions should include but not be limited to:

- a. How to address challenges;
- b. Creating and developing a team;
- c. Managing leadership;
- d. How to lead an EMS organization;
- e. How to identify and instigate change;
- f. Address conflict management;
- g. How to move EMS organizations forward;
- h. How to advance your agency;
- i. Identify your mission;
- j. How to tell your story;
- k. Working with stakeholders; and,
- l. Identify and provide feedback on participants' specific role and challenges.

2. Supervisor training should be a progressive development of a frontline. Sessions should include but not be limited to:

- a. Listening skills;
- b. Prioritization and time management;
- c. Accountability;
- d. Understanding personnel;
- e. Employee selection; and,
- f. How to lead to affect change.

3. The leadership and supervisor training must have an EMS management and leadership focus, be engaging and have interactive dialog (not just presentation focused), and provide supportive resource documents for participants. Contractor should incorporate current issues from Nebraska participants' own EMS services into the sessions.

D. CONTRACTOR RESPONSIBILITIES

1. Contractor shall be responsible for providing the following:
 - a. Each level of leadership and supervisor training;
 - b. Trainings may include multiple levels or sessions;
 - c. All travel, meal, and hotel expenses for the instructor(s);
 - d. All printed course training materials and packets;
 - e. All audiovisual presentations;
 - f. Electronic toolkit for each participant;
 - g. Return completed evaluations of all course participants to DHHS;
 - h. Send six (6) month follow-up surveys to all course participants and return completed surveys to DHHS;
 - i. Waive tuition costs to participants; and,
 - j. A sign in roster for each class and per day.

E. DHHS RESPONSIBILITIES

1. DHHS shall provide the following:
 - a. Coordinate dates, times and what sessions/levels will be provided with the Contractor;
 - b. A location for the training;
 - c. Evaluations for all courses to be completed by all course participants;
 - d. Review and approval of all course material and electronic toolkits prior to start of course;
 - e. Review and approval of six (6) month follow-up surveys prior to being sent to course participants;
 - f. Meeting room arrangements, including audiovisual equipment;
 - g. Marketing for the leadership and supervisor training sessions;
 - h. Handling of the registration process; and,
 - i. One (1) EHS staff member to assist instructors with coordination and facilitation during the training.
2. If course revisions are requested by DHHS within forty-five (45) days of completion of a class, Contractor shall submit requested revisions to course content to DHHS for review and approval within thirty (30) days of said request. DHHS reserves the right to request revisions or additions to course content and materials based on the following:
 - a. Nebraska-specific laws, regulations, or other issues related to EMS management and leadership;
 - b. Participant feedback on the course evaluations or if the average evaluation score to the following question falls below an 80%: "Overall, how would you rate this course, with 5 being the best and 1 being the worst?"; or,
 - c. Participant feedback on the six (6) month follow-up surveys.

F. BIDDERS REQUIREMENTS

Bidder should provide a response to each of the following contractor requirements below:

1. Describe how the EMS leadership and supervisory trainings progress from a beginning to an advanced level of training. Include how the classes or sessions are broken down.

Bidder Response: The EMS Leadership Academy and EMS Supervisor Academy each build sequentially from beginning to advanced levels of training. Participants must attend the sessions in order. Each session is engaging, lively and participatory. Dialogue is ongoing, questioning is encouraged and laughter is common. Fifty percent of the time is spent in dialogue, small group exercises and role-playing. Students have the chance to see, practice and critique actual leadership activities in a safe environment. The specific agenda is adapted to the specific needs of participants, but the general agenda and breakdown of both Academies is as follows:

The EMS Leadership Academy is a dynamic experiential educational program designed to prepare participants to lead today's EMS. The 60-hour Academy is divided into two four-day sessions. Session I encompasses "From Management to Leadership" and "Showing Up as a Leader," and Session II encompasses "Moving Your Organization Forward" and "Your Specific Role and Challenges: A Retreat."

"From Management to Leadership" comprises the first two days of training. Beginning with the challenges facing EMS organizations today, this first level inverts the way we often think about running an EMS organization and shows

participants how to manage with leadership in mind. Specifically, this level addresses:

- How to blend the roles of both leading and managing, and how to know the difference;
- The essential components of a thriving ambulance service;
- Creating an ambulance service culture to which people want to belong;
- Understanding the EMS workforce of today;
- Strategies for recruiting the right staff;
- Improving employee performance;
- Dealing with troublemakers; and
- Leading the young people of today.

"Showing Up as a Leader" comprises the third and fourth day of the Academy. Beginning with each participant's personal leadership challenges, this level moves beyond management to the practice of leading. Leaders see destinations, inspire people to move toward those destinations and get things done. This level presents basic leadership theory and invites the leader to reflect on his or her own leadership abilities and deepen and expand those abilities without making leadership something larger-than-life and unattainable. Specifically, this level addresses:

- The qualities and characteristics of effective leaders;
- What makes a leader in the EMS organization;
- Leading in spite of fear;
- Becoming a listening leader with a practice of deep listening;
- Using time resources effectively;
- Leading no matter where you are positioned in the organization;
- The leader's ethical use of politics and power; and
- Leadership and the power of storytelling.

The four days comprising Part II of the Leadership Academy begin with *"Moving Your Organization Forward."* Building upon the sessions in Part I, this level tackles moving the EMS organization forward, making change and ensuring the organization avoids trouble and continues to be a place good people want to work. This level begins to apply what is learned to case studies. Specifically, this level addresses:

- The importance of clear destinations;
- Imagination as an essential ingredient to setting destinations that matter;
- Understanding the principles of strategic planning;
- Turning destinations into small steps; and
- Understanding the power of variable and small change.

The last two days of the Academy are *"Your Specific Role and Challenges: A Retreat."* At this level, participants set the agenda in a facilitated retreat-style session that focuses on applying all that has been learned to actual cases. Specifically, this session focuses on each participant's leadership roles and challenges. Utilizing an "open space" format, participants choose the topics. Brief presentations are made on the topics, and the balance of the allotted time is used to workshop each topic with discussion, exercises and the sharing of best (and worst) practices.

The EMS Supervisor Academy is an intense 60-hour experiential education program designed to develop frontline EMS supervisors into key facilitators of high employee engagement. The program is divided into four successive levels and is designed for anyone who has frontline direct reports, as well as anyone who aspires to improve his or her effectiveness as a manager and leader in the field.

Level I, or *"Introduction to People Management and Supervision,"* introduces the role of supervisor and builds basic skills. Topics include:

- What is a supervisor, and why does he/she matter?
- What are the hallmarks of great EMS organizations?
- Supervisors and organizational structure and culture
- Matching responsibility with empowerment
- Employee engagement and why it matters
- Intro to leadership and people skills
- Intro to followership
- Intro to personal leadership: Prioritization, time management and self-care

Level II, or *"Applied Supervision, Part A"* entails two days of application of the basics, where students start honing leadership and people skills. Topics include:

- The ingredients of healthy relationships
- Master listening and master storytelling
- Learning to be bilingual: the language of the street and management

- Managing complaints without taking it personally

Level III, or "Applied Supervision, Part B" builds on previous levels and further hones leadership and people skills. Topics include:

- Selecting the right employees
- Evaluating employees
- Keeping order: balancing accountability and compassion
- Discipline: stopping unacceptable behavior the right way
- Expanding your influence: leading up

Level IV consists of a final "Master Supervisor Workshop." These final two days see the integration of the previous three levels into a series of experiential cases, in which leadership skills, people skills and personal skills are practiced, critiqued and honed. Participants make presentations on specific challenges in their organizations and use role-play, discussion and teaching to practice the skills of the master supervisor.

2. Leadership in a volunteer EMS organization provides unique challenges and obstacles. What is your approach in this training to help prepare leaders in volunteer organizations? At a minimum, please address how to lead volunteers, deal with conflict, the concept of "are volunteers employees?", and how to move an organization forward.

Bidder Response: The Academy is rooted in a deep study of volunteer EMS. The Academy specifically guides volunteer leaders in a variety of ways, including:

- Understanding the unique structure and governance of volunteer agencies, and how to meet challenges associated with organizations that are often both businesses and clubs;
- Leading volunteers, and creating a culture where people want to join and stay. This demands attention to and creation of an organizational culture that fosters both belonging and accountability. Participants are given specific tools and strategies for leading in an environment where authority and power are limited and often granted by the people being led.
- Participants will learn how to see workers who are not paid, or are paid less than regular wages, as actual employees of the organization, with responsibilities and accountabilities, but who also must be honored and respected for their donation of time and their commitment.
- Disagreement and conflict are common in many volunteer EMS organizations, and thus the Academy develops skills for working with disagreement, hosting difficult or crucial conversations and facilitating conflict.
- The Academy's definition of leadership is "the ability to influence people in a direction," and participants are given clear guidance in how to ensure the organization has a vision/direction, and that volunteers are inspired to move in that direction.

3. Many leaders within EMS face the challenge of shrinking volunteers or high attrition rates. Explain how these trainings will help mitigate these issues.

Bidder Response: The decline of volunteerism has many causes and few remedies. The Academy helps participants: understand EMS volunteerism and its historical roots; understand why volunteerism is in decline; control what is controllable; create an attractive recruiting culture; assess staffing needs; apply best practices in retention and recruitment; deal with scheduling and staffing shortages; and prepare for a future in which volunteerism may not be a reliable staffing model in some locations.

4. What, if any, resources are participants in these trainings given to help begin change within their organizations?

Bidder Response: The Academy has a specific unit on leading change. Participants are taught about both the psychological and practical aspects of leading change. Using hands-on exercises, participants are taught skills for planning, structuring, leading, communicating and creating success in change.

G. DELIVERABLES

Please see Cost Proposal.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VI must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past two (2) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past two (2) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past two (2) years, so declare.

If at any time during the past two (2) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:

- a)** The time period of the project;
- b)** The scheduled and actual completion dates;
- c)** The Contractor's responsibilities;
- d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e)** Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- II. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- III. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competency and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. **SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- I. name, address, and telephone number of the subcontractor(s);
- II. specific tasks for each subcontractor(s);
- III. percentage of performance hours intended for each subcontract; and,
- IV. total percentage of subcontractor(s) performance hours.

3. **TECHNICAL APPROACH**

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Completed Section V.F. BIDDER REQUIREMENTS; and,
- b. Deliverables

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

Payment will be made once the Contractor provides to DHHS the following. Contractor will be expected to adhere to agreed-upon due dates once decided.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Form A
Bidder Contact Sheet
Request for Proposal Number 6029 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	SafeTech Solutions, LLP
Bidder Address:	29251 Potassium Street NW Isanti, MN 55040
Contact Person & Title:	Aarron Reinert, Partner
E-mail Address:	aarron@safetechsolutions.us
Telephone Number (Office):	(651) 248-4239
Telephone Number (Cellular):	(651) 248-4239
Fax Number:	

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	SafeTech Solutions, LLP
Bidder Address:	29251 Potassium Street NW Isanti, MN 55040
Contact Person & Title:	Aarron Reinert, Partner
E-mail Address:	aarron@safetechsolutions.us
Telephone Number (Office):	(651) 248-4239
Telephone Number (Cellular):	(651) 248-4239
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

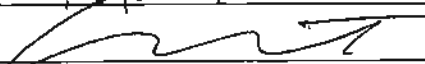
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	SafeTech Solutions, LLP	
COMPLETE ADDRESS:	29251 Potassium St NW Isanti, MN	55040
TELEPHONE NUMBER:	(651) 248-4239	
FAX NUMBER:		
DATE:	4/4/2019	
SIGNATURE:		
TYPED NAME & TITLE OF SIGNER:	Aaron Reinert, Partner	